

Clemson University Procurement Services (Clemson Procurement Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mike Nebesky Procurement Director	Address	108 Perimeter Rd	Address
Email	mnebesk@clemson.edu		Clemson, SC 29634	
Phone	(864) 656-2067	Contact	Mike Nebesky	Contact
Fax	(864) 656-2394		Procurement Services	
		Department		Department
Bid Number	27343208 Addendum 1	Building	ASB	Building
Title	University Beverage Pouring Rights Contract	Floor/Room		Floor/Room
Bid Type	RFP	Telephone	(864) 656-2067	Telephone
Issue Date	02/16/2012	Fax		Fax
Close Date	4/3/2012 3:00:00 PM ET	Email	nebesky@clemson.edu	Email
Need by Date				

Supplier Information

Company	Coca-Cola Bottling Company Consolidated
Address	4100 Coca-Cola Plaza
	Charlotte, NC 28211
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (704) 557 4000
Fax	1
Email	
Submitted	4/3/2012 1:00:36 PM ET
Total	\$15,431,242.00

Signature _____

Supplier Notes

Please let me know if you have any questions with our response. We tried very hard to meet your needs and address all areas necessary. We also tried our best to communicate total value offered within each Lot, although that can be a challenge on a Line Item when the essence of the offer is within the details. Thank You!

Bid Notes

This is a contract to serve as the exclusive beverage provider for the University. You are required to login to view the complete scope of work, T&Cs and submittal instructions. You must also login to submit your bid. Addendum #1 is issued to provide a Q&A document and extend the bid closing date to 4/3 - no other changes.

Bid Activities

Date	Name	Description
2/27/2012 1:00:00 PM	Deadline to Schedule a Walkthru of Facilities	Please email Mike Nebesky at nebesky@clemson.edu prior to this date/time to schedule a walkthru of facilities. Please provide 3 dates/times that would work for you and Mike will confirm a time with you as soon as possible.

Bid Messages

Date	Subject	Message
05/14/12	Clemson Intent to Award Posted - 27343208	Thank you for submitting a proposal for this solicitation. An Intent to Award has been posted for this solicitation. To review the details, go to Clemson buyWays Login page, click on Awarded Bid Information, click on the bid number and look under Bid Attachments to see the award document. If you have any questions about the evaluation process, please contact Mike Nebesky at nebesky@clemson.edu .

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms & Conditions	You agree to be bound by the terms of the Solicitation which include this document, Clemson University Standard Bidding Terms and Conditions and Clemson University Standard Terms of Purchase (available for reference in the Bid Attachment Section of this package, and/or www.clemson.edu/cfo/procurement/policies/terms.html). You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. We agree to all terms and conditions contained in the bid. 	Agree
2	Contradictory Terms	You agree that your bid does not include either modifications to any of this solicitation's contractual requirements or any other Vendor standard terms and conditions. Doing so may make your bid non-responsive and not considered for award. If you have questions or would like Clemson to consider alternate terms or requirements, you are required to submit questions to the procurement officer prior to the noted deadline requesting Clemson consider such deviations. Clemson is not required to accept changes, but will address changes as necessary with an amendment to the solicitation. 	Agree
3	Conflict of Interest	If you have any relatives employed with Clemson University, you must provide their names and relations. 	
4	Illegal Immigration	Do you certify that you fully comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14? Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] (An overview is available at http://www.procurement.sc.gov) 	Yes

5	Discount for Prompt Payment	If you offer a discount for prompt payment, provide these terms here. 	For Aramark, a Coca-Cola national account can utilize the following discount: Payment, Interest and Fees: Unless otherwise agreed in writing, payment in full for Product is due within 30 days of the date of each invoice ("Invoice Date") issued by CCNA following each shipment of Product. Distributor may deduct 2% from the gross amount due if payment in full for the remainder is mailed to CCNA within 15 days of the Invoice Date. Amounts not paid when due will bear interest at the rate of 1% per month from the Invoice Date and will incur a one-time late fee of either 5% of the unpaid amount or \$20.00, whichever is greater. If the invoiced amount is not paid within 60 days of the Invoice Date, CCNA will be entitled to recover its reasonable attorneys' fees and other costs of collection, in addition to any other remedies to which it may be entitled. All payments must be made by their due date as a condition precedent to future orders or deliveries.
6	SC Taxes	Do you collect South Carolina Taxes? Do NOT include taxes in your bid price. 	Yes
7	Bid Acceptance Period	In order to withdraw Your Offer after the 60 days specified above, you must notify the Procurement Officer in writing. 	(No Response Required)
8	Public Opening	Offers will be publicly opened at the close date / time at Clemson University/Procurement Services, Administrative Services Building, Silas N. Pearman Boulevard, Clemson, S. C. 29634. 	(No Response Required)
9	Opening Proposals - Prices not Divulged	In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)] 	(No Response Required)
10	Discussion with Offerors	After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)] 	(No Response Required)
11	Posting of Award	The award for this solicitation will be posted at the Administrative Services Building, Silas N. Pearman Boulevard, Clemson, S. C. 29634 (as well as at the following website - https://sciquest.ionwave.net/clemson) within 20 working days of bid opening (unless Procurement Officer provides otherwise). 	(No Response Required)
12	Award Advantageous	This award may be made by total, lot, or individual line item, whichever is most advantageous to Clemson University. 	(No Response Required)
13	Award Criteria - Proposals	Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the University. 	(No Response Required)

14	Energy Star	Is your product Energy Star compliant? The Offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products. 	Yes
15	Installation / On Site Labor	If Installation or On Site Labor is requested, as part of this contract, then the contractor agrees to install all items acquired pursuant to this contract and/or shall be required to conduct work at Clemson as part of this contract. The contractor awarded this contract is required to submit an ACORD 25 form prior to commencement of work per Clemson Standard Terms of Purchase (available for reference in the Bid Attachment Section of this package and/or http://www.clemson.edu/cfo/procurement/policies/terms.html). *Failure to maintain insurance and submit this form to University Procurement may result in termination of contract for failing to comply with this requirement. 	Agree to supply if awarded
16	Submitting your offer or modification	(a) Offers and offer modifications must be submitted by submitting your offer electronically in the Clemson online bidding system (buyWays). (b) If you are responding to more than one solicitation, you must submit separate bids for each solicitation. (c) Facsimile, hardcopy, or e-mail offers, modifications, or withdrawals, are NOT authorized.	(No Response Required)
17	Submittal Requirements	Offeror is required to submit a response to the RFP by submitting two separate files. One file should be the technical proposal and contain no financial/pricing information. This file should address the specific requirements noted in the attached Scope of Work document. The other file should be any financial details. However note, that the financial proposal must be a firm fixed price that must also be entered as one dollar value in the line item below. Notwithstanding, should you need to submit a redacted copy of your proposal, you should also attach a copy of the redacted copy of the proposal as described below.	(No Response Required)
18	Submitting Redacted Offers	You are required to mark or name the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information" in the Bidding Terms and Conditions. In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on line as an appropriate file. Except for the redacted information, the file(s) must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. 	
19	Privacy - Web Services	You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. 	

20 Protest - CPO - MMO Address

Any protest for this solicitation must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

 (No Response Required)

Line Items

#	Qty	UOM	Description	Response
1	1	Lot	University Beverage / Pouring Rights Revenue Contract (LOT A) per Scope of Work document	\$3,321,400.00
Item Notes: Enter the value for your total cash commitment to the University as outlined in Section II.A.2. for LOT A (University Minus Athletics). Your attached financial proposal should clearly outline how this number was determined.				
Supplier Notes: Total 7-Year Value that includes Unrestricted Funding, Athletics Sponsorship, Marketing Activation and Additional Equipment Purchase. Does not include existing capital investment already on site.				
2	1	Lot	University Beverage / Pouring Rights Revenue Contract (LOT B) per Scope of Work document	\$2,199,512.00
Item Notes: Enter the value for your total cash commitment to the University as outlined in Section II.A.2. for LOT B (Athletics Only). Your attached financial proposal should clearly outline how this number was determined.				
Supplier Notes: Total 7-Year Value that includes Unrestricted Funding, Athletics Sponsorship, Marketing Activation and Additional Equipment Purchase. Does not include existing capital investment already on site.				
3	1	Lot	University Beverage / Pouring Rights Revenue Contract (LOT C) per Scope of Work document	\$9,910,330.00
Item Notes: Enter the value for your total cash commitment to the University as outlined in Section II.A.2. for LOT C (Complete University including Athletics). Your attached financial proposal should clearly outline how this number was determined.				
Supplier Notes: Total 7-Year Value that includes Unrestricted Funding, Athletics Sponsorship, Marketing Activation and Additional Equipment Purchase. Does not include existing capital investment already on site.				
Response Total:				\$15,431,242.00
